



RESERVATION AGREEMENT

Reservation No.: _____
Reservation Date: _____

I/We hereby express my/our intention to purchase from ISOC Land, Inc. (the "Seller") the following Property, and I/we hereby request that the Property be reserved for my/our purchase:

Project Name: **I-LAND RESIDENCES SUCAT**

Condominium	Tower:		Unit No.:		Approximate Total Area (Sq. M.)		Unit Type:		Total Contract Price (Php):	
Parking Slot	Tower:		Slot No.:		Approximate Total Area (Sq. M.)		Slot Type:		Total Contract Price (Php):	

Payment Scheme Details:

Spot Cash		% Spot Cash	_____ Retention
Deferred Cash		% Spot DP	_____ % Balance Payable in _____ Months
Installment		% Spot DP	_____ % Balance Payable in _____ Months; _____ % Balance Lump sum or Bank Financing
Installment		% DP	Payable in _____ Months; _____ % Balance Lump sum or Bank Financing
Others / Remarks (if applicable):			

The purchase shall be registered as follows:

<input checked="" type="checkbox"/> Solely	<input type="checkbox"/> Spouses	<input type="checkbox"/> Married to	<input type="checkbox"/> Co-Owners	<input type="checkbox"/> Corporation / Partnership	<input type="checkbox"/> Trust Account
Principal Buyer / Name of Company:					
Spouse / Co-Owners / Attorney-in-Fact (AIF):					

I/We fully understand that the acceptance and approval of my/our reservation or intent to purchase the Property shall be subject to the following terms and conditions:

- I/We have the capacity and qualifications to own and possess real estate property in the Philippines.
- My/our reservation for the Property is effective for a period of thirty (30) days from the signing of this Reservation Agreement by the Seller (the "Reservation Period"). Should I/we fail to exercise my/our option to purchase the Property within the Reservation Period, the Seller may sell the Property to another applicant/buyer without need of prior notice to me/us and the Reservation Fee shall automatically be forfeited in favor of the Seller.
- The Reservation Fee is non-refundable.
- This reservation is on a first-come-first-served basis.
- This reservation is exclusive for the Property. Change of the Property may be allowed by the Seller during the Reservation Period only, and subject to the Seller's policy on request for change of Property.
- I/We hereby agree that this Reservation Agreement is not automatically transferrable and is subject to Seller's written approval and conditions. The unapproved transfer of this reservation made by me/us shall be void and shall be a ground for the cancellation of the reservation and the forfeiture of all payments made.
- If this Reservation Agreement is signed by my/our duly authorized representative, my/our signatory/representative shall submit an original copy of the pertinent notarized special power of attorney or board resolution/director's certificate/secretary's certificate confirming the authority of the representative. By signing this Reservation Agreement, the signatory/representative also warrants that he/she has full power and authority to sign and deliver this Reservation Agreement on my/our behalf.
- In the event that more than one person seeks to reserve the same Property, we agree that this Reservation Agreement shall be binding on us all solidarily.
- I/We hereby agree that any representation or warranty made by a sales agent and/or broker shall not be binding or shall have no legal effect against the Seller unless such representation or warranty is made in writing and duly approved and confirmed by the duly authorized representative of the Seller. This Reservation Agreement shall not be considered changed, modified, altered or in any way amended by acts of tolerance, unless such changes, modifications or amendments are made in writing and signed by the Seller's duly authorized representative.
- The Reservation Fee of PHP _____ shall be credited to the Total Contract Price of the Property in the event that I/we decide to proceed with the purchase.
- I/We understand that my/our payment of the monthly installment shall commence in accordance with the Sample Computation Sheet to be provided by the Seller. A penalty of three percent (3%) per month shall be collected by the Seller based on the unpaid amortization or amortizations compounded per month of delay of my/our payment as indicated in the Sample Computation Sheet.
- I/We understand and agree that if, before the lapse of the 30-day Reservation Period, I/we confirm our intent to purchase the property and simultaneously tender payment of the first monthly installment, as duly accepted by the Seller, then the Reservation Period shall be deemed terminated as of the date of acceptance of our first monthly installment even if the 30-day period has not been fully consumed, and the Reservation Fee shall be credited to the Total Contract Price and shall be nonrefundable in any case. I/we affirm that our payment of the subsequent monthly installments shall be in accordance with the Sample Computation Sheet to be provided by the Seller.



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13. I/We acknowledge that the Seller shall have the right, within the bounds of law, to cancel my/our reservation through written notice and forfeit as liquidated damages my/our Reservation Fee and whatever other payment I/we have made in the event of the following:
- a) Failure to pay any installment as stated in the Sample Computation Sheet or the dishonor of any of the postdated checks that I/we have issued without need of notice or demand on the part of the Seller;
 - b) Failure on my /our part to sign and/or deliver any and all documents as required by the Seller in connection with this purchase;
 - c) Failure to secure financing within the due date;
 - d) Violation of any of the terms and conditions of this Reservation Agreement;
 - e) Cancellation and/or withdrawal on my/our part from this Agreement for any reason.

I/We agree that such liquidated damages herein do not constitute a penalty and is reasonable in light of the anticipated harm that may be caused to Seller by reason of the occurrence of the events above.

14. I/We hereby authorize and/or allow the Seller to deposit my/our check covering my/our Reservation Fee prior to the acceptance or approval of the Seller of my/our intent to reserve the Property. In case my/our reservation is not accepted or disapproved by the Seller for any reason, we hereby agree to accept the full refund of the Reservation Fee without interest within fourteen (14) banking days, barring delays due to unforeseen events, from the date of presentation of the official notice from Seller stating that it did not accept or approve the reservation.
15. In the event that the above Property is found to be unavailable for sale for any reason, the Seller shall have the option to cancel or disapprove this Agreement and any and all amounts paid shall be reimbursed in full without any interest within fourteen (14) banking days, barring delays due to unforeseen events, from the date Seller determines that the Property is not available for delivery and in such case, I/we agree to hold the Seller free and harmless from any liability whatsoever. I/We, however, may agree to transfer my/our payments, without interest, to another available Property.
16. I/We hereby undertake to inform the Seller immediately any changes in my/our name, address and/or other relevant information related to this Agreement, subject to Section 6 herein. All notices or correspondence relative to these changes must be done so via registered mail. Any changes in the specifications relative to the purchase of the Property is subject to the approval of the Seller through an issuance of an official letter of approval duly signed by the authorized representative of the Seller. Such changes or amendments shall be subject to a corresponding fee, if applicable.

Written notice sent by registered mail to the following addresses shall be considered duly sent under this Agreement whenever required, regardless of whether or not the Seller or the Buyer actually received such notice:

To the **SELLER** **ISOC LAND, INC. c/o Sales Administration Group**
6th Floor, Hanston Building, F. Ortigas Jr. Road, Ortigas Center, 1605 Pasig City, Philippines

To the **BUYER** **EUNICE KATHERINE DE VERA BERNARDO**
800 S ELMWOOD AVE WAUKEGAN, IL 60085 -7242

17. I/We acknowledge that I/we have read the Contract to Sell and Deed of Absolute Sale for the Property and warrant that I/we fully understand and accept the terms and conditions thereof and agree to be bound thereby. I/We hereby undertake to execute the Contract to Sell within thirty (30) days upon receipt and upon my/our compliance with all the conditions for the purchase of the Property as prescribed by the Seller. I/We hereby agree to cause the execution of the Deed of Absolute Sale upon the fulfillment of the following conditions:
- a) Full payment of the balance of the Total Contract Price and all amounts due on the purchase of the Property including all interests and penalties that may have accrued thereon;
 - b) The Condominium Certificate of Title (CCT) shall have been duly issued by the appropriate government office;
 - c) The occupancy permit for the Property shall have been duly issued by the appropriate government office; and
 - d) All my/our other obligations pursuant to the Master Deed/Deed of Restrictions such as membership fees, association dues, utility deposits, etc. shall have been paid.

My/our failure to deliver the Contract to Sell within 30 (thirty) days from receipt shall authorize the Seller to cancel the reservation and forfeit all payments made by me/us in accordance with R.A. 6552 otherwise known as Realty Installment Buyer Protection Act.

18. I/We understand that the Property plans are subject to the final approval by the appropriate government agencies. Should the Property plan, after final approval of the said agencies, incur any changes in the resulting total area of the Property referred to in this Reservation Agreement, the Total Contract Price as stipulated shall be adjusted proportionately. I/we further acknowledge that any and all adjustments in the Total Contract Price will be reflected in the final turnover notice to be given by the Seller prior to the execution of the Deed of Absolute Sale.
19. If I/we opt to obtain third party financing for the balance of the Total Contract Price of the Property or any percentage thereof, I/we shall comply with the procedure and requirements of the Seller on commercial financing. The details of the terms and conditions for the payment of the Total Contract Price and transfer charges are indicated in the Official Payment Term Sheet. Any change to the payment term stated is subject to the written approval of the Seller and shall only take effect upon such written approval.

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20. I/We shall be solely responsible for filing the requisite loan application form prescribed by the bank or by the relevant financial institution, together with all the necessary supporting documents/requirements for the processing of my/our loan application for the purpose of causing the release of the loan proceeds to finance my/our purchase of the Property, within the payment period prescribed under my/our chosen payment scheme.
21. Any and all payments should only be made to, payable to and/or for the account of "ISOC Land, Inc.". Payment may be made by check, credit /debit card, online or wire transfer, remittance, over-the-counter deposit, and other modes as may be defined by Seller. Only the duly authorized representative/s of the Seller is/are allowed to accept payment on the Seller's behalf. Any payment made to any party not duly recognized by the Seller shall be at my/our sole and exclusive risk and responsibility, and I/we shall hold the Seller free and harmless from any claims, damages, fees, interests, injuries, penalties, surcharges, expenses, and other costs arising or which may arise from any payment made to any party not duly recognized by the Seller.
22. I/We acknowledge and agree that, in the course of this reservation, the Seller may receive or have access to Personal Information and/or Sensitive Personal Information. I/We expressly consent to signing Seller's consent form for the processing of personal information, and I/we expressly consent to the processing, collection, transmission, storage, disposal, use and disclosure of Personal Information and/or Sensitive Personal Information by the Seller for the following purposes:
- a) to manage and operate my/our account(s);
 - b) to confirm, update and enhance the Seller's customer records;
 - c) for statistical analysis;
 - d) to establish any identity or otherwise as required under applicable legislation;
 - e) to assess my/our credit status on an on-going basis; or
 - f) any other purpose, as considered necessary or appropriate by the Seller.

In each case, the processing of Personal Information and/or Sensitive Personal Information may continue after the term of this Reservation Agreement.

23. The Seller may disclose my/our Personal Information and/or Sensitive Personal Information to:
- a) a credit reference agency where it may be accessed by other financial institutions to assist assessment of any application for credit made to the Seller and for debt tracing and fraud prevention;
 - b) any affiliate or subsidiary of the Seller;
 - c) any consultant, adviser or auditor of the Seller performing services in connection with my/our account or who have been engaged to enable the Seller to perform its obligations under this Reservation Agreement;
 - d) any agent, contractor or sub-contractor of the Seller performing services in connection with my/our account;
 - e) any person to whom the Seller proposes to assign or transfer or authorize any of its rights and/or duties under this Reservation Agreement;
 - f) any guarantor or person or co-owner providing security in relation to my/our obligations under this Reservation Agreement;
 - g) as required or permitted by law or any regulatory authority; or
 - h) as otherwise considered necessary or appropriate by the Seller.

"Personal Information" as used in this Section 23 means information provided to the Seller by or at my/our direction, or to which access was provided and/or allowed to the Seller by or at my/our consent, in the course of this Reservation Agreement wherein: (i) the identity of an individual is apparent or can be reasonably and directly ascertained; or (ii) when put together with other information, would directly identify an individual.

"Sensitive Personal Information" as used in this Section 23 means any Personal Information that: (i) pertains to an individual's ethnic origin, marital status, age, and religion, philosophical or political affiliations; (ii) pertains to an individual's health and health records, education, gender and sexuality ; (iii) is issued by government agencies peculiar to an individual, e.g., social security numbers, tax identification numbers, driver's license, passport, and/or other document or identification relative to the purchase; or (iv) is specifically established by an executive order or an act of Congress to be kept classified.

24. I/We agree that Seller may request for any additional requirements or documents necessary to register the requested name/s in this agreement in accordance with Philippine laws.
25. This Reservation Agreement, the Contract to Sell, and the Deed of Absolute Sale, and Master Deed/Deed of Restrictions to be executed pursuant hereto constitute the entire agreement of the parties concerning the sale, transfer and conveyance of the Property reserved.
26. I/We agree to abide by and comply with all laws, ordinances, requirements, and regulations issued by competent authorities regarding the Property, this Reservation, the purchase, use or occupancy of the Property or any other action, transaction or arrangement performed or taken by me/us in relation to the Property.
27. I/We shall indemnify and hold the Seller free and harmless from any claims, damages, fees, interests, injuries, penalties, surcharges, expenses, and other costs arising or which may arise out of or in connection with any transaction, action, or dealings in relation to the Property.
28. I/We hereby understand and agree that this Reservation Agreement only gives the right to reserve and purchase the Property subject to the fulfillment of the conditions herein stated. No other right, title or ownership is vested in me/us by the execution of this Reservation Agreement. The Seller retains title and ownership over the Property until the full settlement of all my/our obligations (both monetary and non-monetary) to the Seller.



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29. Should any of the parties seek relief in court for the enforcement of this Agreement or any document related thereto, in the event of litigation, occasioned by or arising from, or affecting the title or rights or interest of a party to this Agreement, the same shall be tried and heard exclusively before the proper courts of Pasig City, Metro Manila, to the exclusion of all other venues. It is further agreed that the defaulting party shall pay the Seller attorney's fees equivalent to 25% of the amount due which in no case shall be less than One Hundred Thousand Pesos (Php100,000.00).
30. Delivery or non-delivery of the Contract to Sell to me/us shall not affect the period for the payment of monthly installments as well as the performance of other obligations provided herein.
31. If any provision of this Agreement is declared invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the other provisions thereof shall not be affected or impaired thereby and shall continue to be in full force and effect. The parties shall promptly amend this Agreement and/or execute such additional documents as may be necessary and/or appropriate to give legal effect to the void, invalid or otherwise unenforceable provision in such a manner that, when taken with the remaining provisions, will achieve the intended commercial purpose of the void, invalid or otherwise unenforceable provision.
32. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement shall not be considered as changed, modified or altered by any acts of tolerance on the part of the Seller unless such change, modification or alteration is made in writing and signed by both parties to this Agreement. This Agreement and all other documents executed in relation to or connected with this transaction and which are made an integral part hereof, shall constitute the entire agreement between the parties.

Signature over Printed Name
PRINCIPAL BUYER

With our conformity:

Signature over Printed Name
SPOUSE / CO-OWNER
(as applicable)

Signature over Printed Name
ATTORNEY-IN-FACT (AIF)
(as applicable)

Signature over Printed Name
PROPERTY SPECIALIST /
LICENSED BROKER

Signature over Printed Name
NETWORK PARTNER
(as applicable)

Signature over Printed Name
SALES MANAGER

Confirmed, validated, and accepted by ISOC Land, Inc.:

Signature over Printed Name
SALES ADMINISTRATION
AND DOCUMENTATION

Processing of Personal Data
Consent Form

I/We hereby attest that all information stated in this Reservation Agreement and its attachments, including but not limited to the Buyer's Information Sheet, are true and correct to the best of my knowledge. I/We understand that any concealment, false statement, and/or non-declaration shall constitute fraud, which shall be a ground to file legal action against me/us, and I/we waive my rights to institute any case arising from this situation. I/We have provided the information herein after having been informed of the purpose for its processing, which is to facilitate my/our reservation and potential purchase of the subject Property, and I/we expressly give my consent therefor. I/we understand that it is my/our choice as to what information I/we provide and that the withholding or falsifying of information may act against the best interests of my/our relationship with ISOC LAND, INC. (the "Company"). I/We am/are aware that I/we can access my/our personal information on request, and if necessary, correct information that I/we believe to be inaccurate. I/we understand that if, in exceptional circumstances, access is denied for legitimate purposes, I/we will be informed of the cause thereof and the remedies for the same

Furthermore, I/we warrant that I/we have: (i) obtained consent from third persons, if any, to disclose their information included in this form; and (ii) informed said third persons of the purpose for the disclosure and collection of information. I /We ill indemnify and hold the Company free and harmless from any and all claims arising or which may arise from the breach of this warranty, for damages, and for actual legal fees to defend such claims, if any.

The consent for the Company to use or process the information herein shall be valid for the duration of my/our relationship and/or contract with the Company and for thirty (30) years thereafter, to comply with statutory and governmental rules and regulations.

Signature over Printed Name/s